

**AN ORDINANCE BY
COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE**

AN ORDINANCE AMENDING THE 2006 (JOB TRAINING FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY ("AWDA"), BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS, IN THE AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00), FROM THE ATLANTIC STATION, L.L.C., FOR THE PURPOSE OF PROVIDING OCCUPATIONAL TRAINING TO THOSE SEEKING EMPLOYMENT IN THE ATLANTIC STATION DEVELOPMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City"), through its agent AWDA, entered into a Workforce Development Partnership Agreement (the "Agreement") (see attached as Exhibit "A"), with Atlantic Station, L.L.C. (the "Developer") in which the Developer agrees to use his best efforts to comply with and implement the Atlantic Station Brownfield Redevelopment Neighborhood Employment Plan in order to accomplish the goals and objectives of the Workforce Development Partnership Program (the "Program"); and

WHEREAS, pursuant to the Agreement, the Developer and AWDA expressed a mutual interest for AWDA to provide occupational training to those seeking employment in the Atlantic Station Development, and agreed to work together in order to develop a needs assessment to identify the short and long term goals for the Agreement (see attached as Exhibit "A"); and

WHEREAS, the Developer and AWDA determined that the total program fee for the Program would be, in the amount of one million dollars (\$1,000,000.00), of which the Developer agreed to pay the total Program fee to the AWDA, and the Developer further agreed to pay for the costs and expenses associated with administration and oversight of the Program, in an amount not to exceed one hundred thousand dollars (\$100,000.00), for a total of one million one hundred thousand dollars (\$1,100,000.00) for Program costs, fees, and expenses (see attached as Exhibit "A"); and

WHEREAS, the AWDA recommends increasing receipts in the 2006 (Job Training Fund) by \$1,100,000.00 in grant funds.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the 2006 Job Training Fund Budget for the AWDA is hereby amended as follows:

D-1

ADD TO ANTICIPATIONS

3P02 Y71R0390QNA0 664101	Atlantic Station Workforce Development Partnership	\$1,100,000.00
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ADD TO APPROPRIATIONS

3P02 Y71R0390QNA0 7*****	Atlantic Station Workforce Development Partnership	\$1,100,000.00
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TOTAL	<u>\$1,100,000.00</u>
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SECTION 2: That all ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Community Development and Human Resources

Caption: AN ORDINANCE AMENDING THE 2006 (JOB TRAINING FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY ("AWDA"), BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS, IN THE AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00), FROM THE ATLANTIC STATION, L.L.C., FOR THE PURPOSE OF PROVIDING OCCUPATIONAL TRAINING TO THOSE SEEKING EMPLOYMENT IN THE ATLANTIC STATION DEVELOPMENT; AND FOR OTHER PURPOSES.

Council Meeting Date: November 28-29

Requesting Dept.: Atlanta Workforce Development Agency

B. To be completed by the department :

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to accept a program fee of \$1,000,0000 and an administration fee of \$100,000 from Atlantic Station , L.L.C. for providing vocational training to those seeking employment in the Atlantic Station development.

2. Please provide background information regarding this legislation.

This legislation reflects the developer's desire to use AWDA to meet its long term and short term employment needs.

3. If Applicable/Known:

- (a) Contract Type (e.g. Professional Services, Construction Agreement, etc):
- (b) Source Selection:
- (c) Bids/Proposals Due:
- (d) Invitations Issued:

- (e) Number of Bids:
- (f) Proposals Received:
- (g) Bidders/Proponents:
- (h) Term of Contract:

4. Fund Account Center:

5. Source of Funds: *Example: Local Assistance Grant* Agreement

6. Fiscal Impact: This legislation will result in an addition of \$1,100,000 to Fund Account Center Number _____.

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Jerry Rucker

**LEGISLATIVE COUNSEL
REQUEST FOR LEGISLATION**

5. If there has been previous or similar legislation, please describe and cite the relevant legislation (e.g., 04-R-0001).
6. Is this a computer/technology purchase? ☐ Yes ☒ No
If so, please forward ISR (Information System Hardware/Software Request) along with a copy of this Legislative Request Form via inter-office mail to: Legislative Counsel, Suite 4100, Law Department.

Please forward any additional pertinent or supporting documents (e.g. contracts, exhibits, requisitions, copies of any old ordinances/resolutions pertaining to this issue, etc.) along with a copy of this Legislative Request Form and legislative white paper via email to legislative_counsel or via inter-office mail to: Legislative Counsel, Suite 4100, Law Department.

**WORKFORCE DEVELOPMENT PARTNERSHIP PROGRAM AGREEMENT
(ATLANTIC STATION)**

This **WORKFORCE DEVELOPMENT PARTNERSHIP PROGRAM AGREEMENT** (this "Agreement") is made as of this 1st day of April, 2006, by and between **WORKFORCE DEVELOPMENT AGENCY OF THE CITY OF ATLANTA, GEORGIA** (the "Agency"), and **ATLANTIC STATION, L.L.C.**, a Delaware limited liability company (the "Developer").

WITNESSETH:

WHEREAS, in order to encourage the development of the Atlantic Steel property in the City of Atlanta, Georgia (the "Property") and fulfill certain redevelopment and public purpose initiatives within the Atlantic Steel TAD (as defined below), the Atlanta City Council, pursuant to City Resolution 99-R-1344 approved and adopted the Atlantic Steel Brownfield Redevelopment Plan (the "Redevelopment Plan"), created the Atlantic Steel Tax Allocation District No. 2 – Atlantic Steel (the "Atlantic Steel TAD"; the boundaries of which are generally coterminous with the Property and shown on Exhibit "A" attached hereto and incorporated herein by reference), and authorized the execution of that certain Development Agreement among the City of Atlanta (the "City"), the Atlanta Development Authority (the "ADA"), the Downtown Development Authority (the "DDA") and Developer (the "2001 Development Agreement"); and

WHEREAS, the Developer was the initial owner of all of the Property and, pursuant to the 2001 Development Agreement, agreed to, *inter alia*, construct the Project which consists of: (i) the environmental remediation of the Property in accordance with the Remediation Plan; (ii) the construction of certain horizontal infrastructure at the Property in accordance with the Infrastructure Plans; and (iii) the construction of a parking garage at the Property in accordance with the Garage Plans; and

WHEREAS, the Developer has substantially completed the first phase of the Project and is currently selling and leasing sites within the Property in connection with the development of the Mixed Use Development pursuant to the Redevelopment Plan, and in accordance with the 2006 Development Agreement (as defined below); and

WHEREAS, in connection with said redevelopment and pursuant to provisions of the Redevelopment Plan and the 2001 Development Agreement, the Developer has requested the City to issue a second series of TAD bonds (the "Series 2006 TAD Bonds"), and the Developer, the City, and the ADA, acting as the City's redevelopment agent for the Atlantic Steel TAD, and the DDA have executed of even date herewith that certain First Amended and Restated Development Agreement (the "2006 Development Agreement"); and

WHEREAS, the 2006 Development Agreement requires that the Developer enter into an agreement with the Agency whereby the Developer will, *inter alia*, use its best efforts to comply with and implement the Atlantic Station Brownfield Redevelopment Neighborhood Employment Plan (as defined in the 2006 Development Agreement), and to report to the City and the ADA on the status of the compliance and implementation of the Developer and the Vertical Developers in

accomplishing the goals and objectives of the Workforce Development Partnership Program (as defined hereinbelow); and

WHEREAS, the Developer and the Agency have expressed a mutual interest for the Agency to provide occupational training to those seeking employment or potential employees in various capacities of the Property, and desire to set forth in this Agreement the terms and conditions pursuant to which the Agency and the Developer shall work together to identify both short term and long term employment needs of the Developer, and will work with third party vendors and developers on the Property to do likewise.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Incorporation of Recitals/Definitions.** The foregoing recitals are hereby incorporated into the body of this Agreement to the same extent as if fully set forth herein. Capitalized terms not otherwise defined in this Agreement shall have the meanings given such to terms in the 2001 Development Agreement and 2006 Development Agreement, respectively.

2. **Neighborhood Employment Partnership Program.** The Developer and the Agency agree to work together on the Atlantic Station Workforce Development Partnership Program (the "Workforce Development Partnership Program") pursuant to and in accordance with the plans, guidelines, and quantitative measures set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Plans, Guidelines, and Quantitative Measures").

3. **Term.** This Agreement shall remain in effect for a term of three (3) years from the Effective Date or the date that all of the TAD Bonds are fully paid, whichever is first to occur (the "Term"). Any termination of this Agreement must be with the written mutual consent of both the Agency and the Developer, and is subject to approval by the ADA. In the event that this Agreement is terminated as set forth above, the Total Program Fee (as defined in Paragraph 4 below), or any portion thereof remaining unpaid at the time of termination of this Agreement, as the case may be, shall be immediately due and payable by the Developer to the Agency upon said termination, unless otherwise agreed to in writing by the Developer and the Agency.

4. **Program Cost, Fees and Expenses.** The total program fee for the Workforce Development Partnership Program shall be One Million and No/100 Dollars (\$1,000,000.00) (the "Total Program Fee"). The Developer hereby agrees to pay the Total Program Fee to the Agency in equal payments of one-third (1/3) of the Total Program Fee on each May 1 of the Term commencing May 1, 2006, or as otherwise required under the Plans, Guidelines, and Quantitative Measures instituted by the parties. The Developer further agrees to pay for the costs and expenses associated with administration and oversight of the Workforce Development Partnership Program, in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) over the Term.

5. **Covenants by Developer.** The Developer covenants and agrees that the Developer shall use its commercially reasonable best efforts to encourage Vertical Developers

and their tenants, and any and all contractors and vendors at the Property to give preference to hiring applicants who participate in the occupational training conducted by the Agency and are residents of the City's Community Development Impact Areas.

6. **Reporting Requirements.** The Developer shall provide quarterly reports to the City and the ADA, within forty-five (45) days after the end of each fiscal quarter and a year-end report within ninety (90) days after the end of each fiscal year during the Term, beginning with the fiscal quarter ending on June 30, 2006, which reports shall update the status of the compliance and implementation efforts of the Developer, the Agency, and the Vertical Developers with respect to the Workforce Development Partnership Program, including, without limitation: (i) any proposed changes to the Workforce Development Partnership Program; and (ii) any proposed changes to the Total Program Fee. Notwithstanding the foregoing, the Agency will prepare, on behalf of the Developer, the initial report due on June 30, 2006.

7. **Default.** The Developer shall be in default under this Agreement if the Developer fails to materially and timely comply with and perform any of the Developer's obligations and duties set forth in this Agreement, including, without limitation, the Developer's failure to pay the Total Program Fee, or to make any payment as and when due and payable in accordance with the Plans, Guidelines, and Quantitative Measures. Should any default on the part of the Developer occur and be continuing thirty (30) days after the Developer's receipt of written notice thereof (the "Notice of Developer's Default") from the Agency specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such thirty (30) day period and the Developer begins to diligently pursue the cure of such default within such thirty (30) day period), the default shall become an "Event of Default", and the Agency shall be entitled to seek any remedy at law or in equity that may be available to the Agency as a consequence of said Event of Default. The Agency agrees to provide a copy of any Notice of Developer's Default to the ADA simultaneously with delivering the same to the Developer. The Developer acknowledges and agrees that an Event of Default on the part of the Developer under this Agreement shall also constitute an Event of Default on the part of the Developer under the 2006 Development Agreement, and shall entitle the ADA and the City to all of the rights and remedies for said Event of Default available to the ADA and the City under the 2006 Development Agreement, including, without limitation, the imposition of any administrative charge or other fee as provided therein. Any periods of grace, cure or notice provided for the benefit of the Developer in this Agreement and in the 2006 Development Agreement shall run concurrently and not consecutively. The Agency shall be in default under this Agreement if the Agency fails to materially and timely comply with and perform any of the Agency's obligations and duties set forth in this Agreement. Should any default on the part of the Agency occur and be continuing thirty (30) days after the Agency's receipt of written notice thereof (the "Notice of Agency's Default") from the Developer specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such thirty (30) day period and the Agency begins to diligently pursue the cure of such default within such thirty (30) day period), the default shall become an "Event of Default", and the Developer shall be entitled to seek any remedy at law or in equity that may be available to the Developer as a consequence of said Event of Default. The Developer agrees to provide a copy of any Notice of Agency's Default to the ADA simultaneously with delivering the same to the Agency.

8. Miscellaneous.

A. Governing Law; Arbitration. This Agreement shall be construed and interpreted under the laws of the State of Georgia, exclusive of the principles of conflicts of laws. All legal actions relating to this Agreement shall be instituted and litigated in the state or federal courts sitting in the City.

B. Status of Parties. Nothing in this Agreement or in the relationship of the Agency or the Developer as created by this Agreement or any other agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of a partnership or joint venture between the Agency and the Developer. In no event shall the Developer hold itself out to be an agent of the Agency.

C. Notices. Any notice required or permitted by or in connection with this Agreement shall be in writing and shall be made by hand delivery, or by Federal Express or other similar nationally recognized delivery service, or by pre-paid certified mail (return receipt requested), addressed to the respective parties at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by the respective parties given in compliance with this Section. If notice, request or similar communication is given in compliance with this Section and is refused, or intentionally evaded by the intended recipient thereof, the notice, request or similar communication, nevertheless, shall be considered to have been given and shall be effective as of the date given as herein provided.

To the AWDA: The Atlanta Workforce Development Agency
 818 Pollard Boulevard, SW
 Atlanta, GA 30315
 Attention: Deborah Lum

To the Authority: Atlanta Development Authority
 86 Pryor Street, S.W.
 Suite 300
 Atlanta, Georgia 30303
 Attention: President

To the Developer: Atlantic Station, L.L.C.
 1349 W. Peachtree Street, Suite 1770
 Atlanta, GA 30309
 Attention: President

With copy to: McKenna, Long & Aldridge, LLP
 303 Peachtree Street, N.E., Suite 5300
 Atlanta, GA 30308
 Attention: Steven J. Labovitz, Esq.
 Sharon A. Gay, Esq.

D. Modification and Waiver. No modification or waiver of any provision of this Agreement, and no consent by any party to any departure from the provisions of this Agreement,

will be effective unless such modification or waiver is in writing and signed by a duly authorized representative of each party hereto. Any such modification or waiver will be effective only for the period and on the condition and for the specific instances and purposes set forth in such writing. No waiver of any condition, breach, default or Event of Default will be deemed to be a waiver of any subsequent condition, breach, default or Event of Default. No omission or delay by any party in exercising any right or power under this Agreement, will impair such right or power or be construed to be a waiver of any default or Event of Default or any acquiescence therein.

E. Cooperation. The parties hereto shall cooperate with each other in good faith, to the extent permitted by applicable law, in carrying out the terms and conditions of this Agreement.

F. Headings. The Section headings contained in this Agreement are for the convenience of the parties only and are not a part of the substantive agreement between the parties, nor will such headings be used in the interpretation or construction of any of the provisions of this Agreement.

G. Counterparts. This Agreement may be executed in any number of counterparts and all counterparts taken together will be deemed to constitute one and the same instrument.

H. Entire Agreement. This Agreement and the 2006 Development Agreement are intended to be a complete, exclusive and final expression of the parties' agreements concerning the subject matter of this Agreement, merging and replacing all prior and contemporaneous negotiations, offers, representations, warranties and agreements. No course of prior dealing between the parties, no usage or trade customs, and no parol or extrinsic evidence of any nature apart from this Agreement and the 2006 Development Agreement will be used to supplement or modify any of the terms of this Agreement.

[Signatures Contained On The Following Page]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver this Agreement as of the date and year first above written.

AGENCY:

**WORKFORCE DEVELOPMENT AGENCY CITY OF
ATLANTA, GEORGIA**

(SEAL)

ATTEST:


Secretary/Assistant Secretary

By: 

Name: DEBORAH LUM

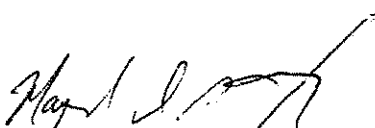
Title: EXECUTIVE DIRECTOR

DEVELOPER:

**ATLANTIC STATION, L.L.C., a Delaware limited liability
company**

By: Jacoby Atlantic Redevelopment, L.L.C., a Georgia limited
liability company, its manager

By: _____
James F. Jacoby, President

 04/25/06
MAYNARD D. BRYANT, JR
NOTARY PUBLIC, FULTON COUNTY
MY COMMISSION EXPIRES APRIL 21, 2007

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver this Agreement as of the date and year first above written.

AGENCY:

**WORKFORCE DEVELOPMENT AGENCY CITY OF
ATLANTA, GEORGIA**

(SEAL)

ATTEST:

Secretary/Assistant Secretary

By: _____
Name: _____
Title: _____

DEVELOPER:

**ATLANTIC STATION, L.L.C., a Delaware limited liability
company**

By: Jacoby Atlantic Redevelopment, L.L.C., a Georgia limited
liability company, its manager

By: 
James F. Jacoby, President

EXHIBIT "A"

ATLANTIC STEEL TAD – BOUNDARY

Atlantic Steel Brownfield Tax Allocation District Boundary

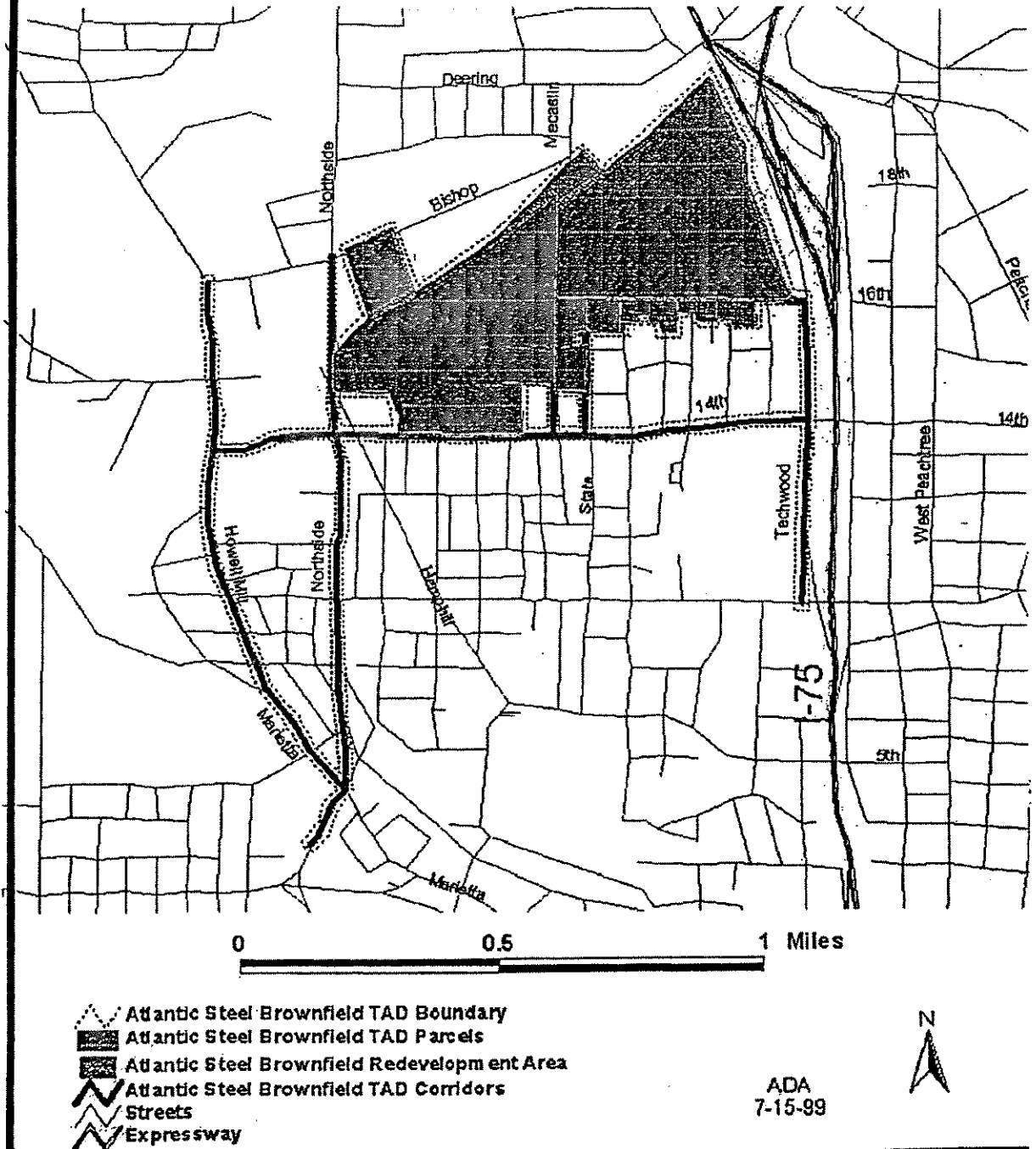


EXHIBIT "B"

Workforce Development Partnership Program - Plans, Guidelines, and Quantitative Measures

- I. Needs Assessment** - The Agency and the Developer shall work together to develop a potential needs assessment to identify the short and long term goals for the Workforce Development Partnership Program and the best means to achieve the identified goals.

A. Agency Obligations.

The Agency shall:

- Assign one individual to serve as a liaison between the Developer and the Agency;
- This individual will work with the Developer to assess development needs;
- Following assessment, work with the Developer to create a timeline and milestones for implementing the goals identified; and
- Monitor the implementation of these identified goals to ensure they are being implemented properly and according to design.

B. Developer Obligations.

The Developer Shall:

- Appoint a representative to assist the agency representative in developing the goals identified as part of the needs assessment;
- Assist with developing a time line and milestones for implementing the goals identified; and
- Assist the agency representative in monitoring and helping to implement the identified goals.

- II. Marketing of Job Opportunities** - The Agency and Developer shall work together to market job opportunities available at Atlantic Station, whether in commercial, retail, hospitality, industrial maintenance and landscaping construction, or otherwise, utilizing resources and programs of the Agency.

A. Agency Obligations.

The Agency shall:

□ Market available job opportunities to recruit those individuals interested in such potential opportunities, with a specific focus on individuals who live in the Empowerment Zone Communities and residents of Atlanta; and

□ Utilize Agency's expertise with marketing through such mediums as brochures, flyers, job fairs, and any other means that will ensure success of this program.

B. Developer Obligations.

The Developer shall:

- Work with the Agency as necessary to assist in marketing programs to inform potential applicants of available job opportunities at Atlantic Station, including those that may be available through third party vendors.

III. Job Training Programs - The Agency and the Developer shall work together to implement job-training programs that can be implemented and will work together to train potential employees and job applicants.

A. Agency Obligations.

The Agency shall:

- Develop and utilize a pre-employment screening program for individuals recruited for potential employment in various capacities at the Property to ensure the individuals are qualified for employment;
- Implement a job training program, utilizing its expertise in this area and working with the Agency's partners at the One Stop Center, to properly train job applicants or potential employees in numerous aspects so as to prepare the individual to work according to the employer's expectations;
- Specific areas of training for which the Agency will undertake include, but are not limited to, customer service skills, communication skills, leadership skills, self esteem, and financial literacy;
- Implement a construction-specific training program through the One Stop Center that includes an Industrial Maintenance Engineering Curriculum, covering such areas as electricity, plumbing and pipe fitting, carpentry, glazing of windows and fundamentals of doors and door locks, and safety;
- Execute a training program for concrete finishers that will allow people working in this capacity to build and maintain concrete installations, such as support for floors, driveways, sidewalks, and curbs. Training shall include topics such as machinery, manual techniques, curing, and special surface treatment;
- Explore the possibility of additional training programs as necessary, to include such topics as customized training, long-term training with a training provider, off-site customer service training, English as a Second Language programs, and Basic Business Spanish programs;

- Conduct training programs in the most conducive and effective environment, whether that is in the One Stop Center or other locations as needs dictate; and
- Explore the possibility and need for other services to facilitate those individuals participating in the job training programs, including adequate childcare and conducting classes in Spanish or other languages as necessary.

B. Developer Obligations.

The Developer shall:

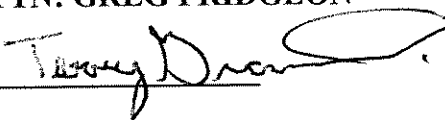
- Assist the Agency as necessary to ensure that the training programs are adequately preparing employees and job applicants so they are working efficiently and effectively in their respective capacities; and
- Assist the Agency in identifying specific training areas or programs that will benefit employees and job applicants as necessary.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): TERRY GRANDISON



Contact

Number: 6946

Originating Department: Atlanta Workforce Development Agency

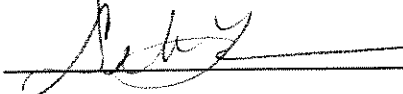
Committee(s) of Purview: Community Development and Human Resources Committee

Council

Deadline: 11/13/06

Committee Meeting Date(s): 11/28 -11/29 Full Council Date: 12/04/06

Commissioner Signature




CAPTION

AN ORDINANCE AMENDING THE 2006 (JOB TRAINING FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY ("AWDA"), BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS, IN THE AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00), FROM THE ATLANTIC STATION, L.L.C., FOR THE PURPOSE OF PROVIDING OCCUPATIONAL TRAINING TO THOSE SEEKING EMPLOYMENT IN THE ATLANTIC STATION DEVELOPMENT; AND FOR OTHER PURPOSES.

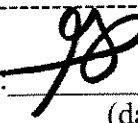
FINANCIAL IMPACT (if any): No Matching Grant Funds Required

Mayor's Staff Only

Received by Mayor's Office:

11/14/06
(date) 

Reviewed by:



(date)

Submitted to Council:

11/17/06
(date)